BILL NO. S-86-03-28

SPECIAL ORDINANCE NO. S- 57-86

AN ORDINANCE approving City Utilities Purchase Order #A-52940, by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and Aero Oil Co., for the City Utilities Garage.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That City Utilities Purchase Order #A-52940, between the City of Fort Wayne, by and through its City Utilities, and the Department of Purchasing, with Aero Oil Co., for the City Utilities Garage, respectfully for:

> the purchase of automotive grease and oil for City vehicles through the City Utilities Garage, per the specifications in Reference #777;

involving a total cost of Twenty Thousand and No/100 Dollars ($20,000.00), all as more particularly set forth in said Purchase Order and Reference #777, which are on file in the Office of the Department of Purchasing and are by reference incorporated herein, made a part hereof, and are hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passaage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns, seconded by Eistart, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the Cit Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayn Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____.M.,E.

DATE: 3-25-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA				✓	
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 4-8-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~ (SPECIAL) (~~ZONING~~ MAP) ORDINANCE (~~RESOLUTION~~) NO. S-57-86 on the 8th day of April, 1986,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of April, 1986, at the hour of 1:00 o'clock P.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 10th day of April, 1986, at the hour of 10 o'clock A.M.,E.S.T.

[signature]
WIN MOSES, JR., MAYOR

Bid #777

OPENED FEBRUARY 6, 1986
GREASE AND OIL BID

		INLAND OIL	LASSUS OIL CO	SMITH PETROL	GENERAL PET	AERO OIL
ENGINE OILS						
1.A.CASE	SAE 10W/30	$21.66	$11.84	$20.88	$20.40	$11.10
1.A.DRUM		$143.00	$140.80	$161.15	$171.60	$131.45
1.A.BULK		$2.45	$2.49	$2.80	N/A	$2.39
1.B.CASE	SAE 10W/40	$21.66	$12.24	$23.46	$25.20	$11.46
1.B.DRUM		$143.00	$144.10	$183.15	$216.70	$137.50
1.B.BULK		$2.45	$2.51	$2.80	N/A	$2.50
1.C.CASE	SAE 20W/40	N/A	N/A	N/A	$20.40	$11.10
1.C.DRUM		N/A	N/A	N/A	$171.60	$131.45
1.C.BULK		N/A	N/A	N/A	N/A	$2.39
1.D.CASE	SAE 20W/50	$21.66	$12.41	$20.88	$25.80	$11.46
1.D.DRUM		$186.45	$184.53	$161.15	$222.20	$187.00
1.D.BULK		N/A	$3.08	$2.86	N/A	$3.40
2.A.CASE	SAE 20	$18.42	N/A	$19.14	$19.50	$10.68
2.A.DRUM		$146.30	$185.13	$161.15	$164.45	$172.70
2.A.BULK		N/A	$3.08	$2.37	N/A	$3.14
2.B.CASE	SAE 30	$18.42	$11.58	$19.14	$19.50	$10.68
2.B.DRUM		$140.80	$140.80	$161.15	$164.45	$124.85
2.B.BULK		$2.42	$2.49	$2.37	N/A	$2.27
2.C.CASE	SAE 15/40	$19.86	$11.92	$20.16	$21.24	$11.34
2.C.DRUM		$149.60	$145.75	$143.00	$174.90	$135.85
2.C.BULK		$2.46	$2.59	$2.45	N/A	$2.47
3.A.CASE	SAE 30	$17.64	$10.93	$19.14	$19.50	N/A
3.A.DRUM		$136.40	$140.80	$161.15	$164.45	$121.00
3.A.BULK		$2.38	$2.49	$2.37	N/A	$2.20
4.A.CASE	SAE 20W/50	$21.66	$12.41	$20.88	$25.80	$11.58
4.A.DRUM		$186.45	$184.53	$161.15	$222.20	$189.20
4.A.BULK		N/A	$3.08	$2.86	N/A	$3.44
5.A.PLASTIC QTS	50:1 STK OIL	$27.18	$1.21	$15.58	$16.26	$12.27
5.A.DRUM		$201.30	$212.96	$128.40	$219.45	N/A
5.B.PLASTIC QTS	BIA TCW OIL	$27.18	$1.24	$15.58	$16.26	$14.67
5.B.DRUM		$201.30	$222.04	$128.40	$219.45	S.ORDER
TRANS FLUID						
1.A.DRUM	DEXTRON 11	$145.30	$146.85	$143.00	$181.36	$125.40
1.A.BULK		$2.43	$2.59	$2.45	N/A	$2.38
1.B.DRUM	FORD TYPE F	$145.30	$181.50	$174.90	$181.36	$125.40
1.B.BULK		$2.43	$3.02	$2.70	N/A	$2.38
1.C.DRUM	TYPE C3 10/W	$145.30	$185.13	$174.90	$164.45	$172.70
1.C.BULK		$2.43	$3.08	$2.78	N/A	$3.14
1.D.DRUM	TYPE C3 30/W	$150.70	$140.80	$138.05	$164.45	$124.85
1.D.BULK		N/A	$2.49	$2.36	N/A	$2.27
HYD FLUID						
1.DRUM	H PRES/H SPEED	$143.00	$169.95	$161.15	$171.60	$129.80
1.BULK		$2.45	$2.99	$2.80	N/A	$2.36
2.DRUM	TRACTOR	$148.50	$169.95	$138.05	$194.15	$129.80
2.BULK		$2.60	$2.99	$2.36	N/A	$2.36
3.DRUM		$112.75	$114.95	$134.75	$171.60	$114.95
3.BULK	INDUSTRIAL	$1.99	$1.99	$2.40	N/A	$2.09
GREASES						
1.PAIL	LITHIUM SOAP ADD	$25.20	$31.80	$32.90	$29.31	$25.03
1.KEG		$82.80	$104.47	$98.40	$93.90	$79.20
1.DRUM		$264.00	$345.73	$300.00	$285.08	N/A
1.14 1/2OZ		$0.78	$0.98	$0.94	$55.30	$51.00
2.PAIL	LITHIUM SOAP NUL	N/A	$26.12	$23.10	$24.59	$22.58
2.KEG		$70.80	$84.68	$72.00	$78.90	$70.80
2.DRUM		N/A	$279.73	$212.00	$231.00	$228.00
2.14 1/2OZ		N/A	$0.84	$0.62	$47.70	$47.50
3.A.KEG	SAE 80W/90	$64.80	$68.15	$64.80	$68.90	$62.40
3.A.DRUM		$200.00	$207.00	$192.00	$201.00	$202.00
3.B.KEG	SAE85W/140	$64.80	$68.15	$64.80	$68.90	$62.40
3.B.DRUM	API GL5 GR LUB	$200.00	$207.00	$192.00	$201.00	$202.00
MISC PRODUCTS						
1.DRUM	STODDARD SOLVENT	$86.35	$101.75	$94.05	$96.75	NO BID
1.BULK		$1.47	$1.79	$1.51	N/A	NO BID
2.DRUM	ANTI FREEZE	$143.00	$147.95	$142.45	$158.95	NO BID
2.BULK		$2.55	$2.59	$2.41	$2.65	NO BID
DEPOSITS		$15.00	$20.00	$20.00	$20.00	$15.00
		REFUND		ON		
				AMOCO,TEXACO		
				URSA,SPRPLUS 15W/40		
				TEXACO EX		

2.
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING
ONE MAIN STREET - ROOM 940
FORT WAYNE, INDIANA 46802

BID REFERENCE # 777

DATE JANUARY 16, 1986

DUE DATE FEBRUARY 6, 1986 AT 10:30 A.M.

Department receiving bid items CITY UTILITIES GARAGE
1705 S. LAFAYETTE STREET
FORT WAYNE, INDIANA 46803

Bid Bond Required	NO ____	YES X	AMOUNT	$500.00
Performance Bond Required	NO x	YES ____	AMOUNT	____
Affirmative Action	ON FILE ____		ATTACHED	X

Prompt payment discounts will be allowed as follows: NET % if paid within 30 days. 1% IF PAID WITHIN 10 DAYS OF DATE OF DELIVERY AS SHOWN ON DELIVERY TICKET

The City of Fort Wayne is exempt from Federal excise and Indiana State Sale Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of sixty (60) days.

INDIANA OILS INC.
Name of Company

by Richard E. Hornberger Agent
(signature)

Address 3204 LOWER HUNTINGTON RD,

City FORT WAYNE, IND. 46809

(e) Complete (1) and (2) below if participation goals of 15% MBE and 12% WBE have not been met:

1. My Company cannot meet the participation goals for the following reasons: WE KNOW OF NO OTHER FIRMS MEETING THIS REQUIREMENT THAT ARE AVAILABLE

2. We have taken the following steps in an attempt to comply with these participation goals: WILL CONTINUE TO SEEK THESE TYPES OF FIRMS TO WORK WITH.

INDLAND OILS INC.
Contractor

By Richard C. Hornberger
Its V-PRES.

Contractor

By _____
Its _____

☐ 12. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

☒ 13. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the completed delivery of the supplies.

All supplies and deliveries of supplies will be in accordance with: the IFB, this contract and any applicable plans, specifications, and drawings for a TOTAL PRICE of $_____. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows: WITHIN 24 HOURS FROM TIME OF RECEIPT OF ORDER

/ / 2. Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or "X".)

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of the essence of this agreement, and the contractor agrees that it will deliver the supplies as herein called for on or before the times spelled out in the contract. The parties agree that it is a business and governmental necessity that the supplies be delivered by these dates. The parties agree that in the event the supplies are not delivered by these dates, that it will be difficult or impossible to make an accurate determination of the damages that will be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $_____ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay delivery of supplies. Therefore, the parties agree that delays in the dates for delivery of supplies beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not restricted to: Acts of God or of the public enemy, acts of the United States Government, State of Indiana Government and City of Fort Wayne in either its sovereign or contractual capacity, fires, floods, epidemics, guarantee restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond control and without the fault or negligence of the contractor. If the

ENGINE OILS

1. PASSENGER CAR AND LIGHT TRUCK. API SERVICE SF/CC MIL-L-46152B. (ESTIMATED ANNUAL QUANTITY - 9,000 GALLONS). BRAND NAME AND PRODUCT NAME MUST BE STATED.

	BRAND/PRODUCT NAME	CASE	DRUM	BULK
A. SAE 10W/30	UNOCAL SUPER	$ 21.66	$ 143.00	$ 2.45
B. SAE 10W/40	UNOCAL SUPER	$ 21.66	$ 143.00	$ 2.45
C. SAE 20W/40	N/A	$ N/A	$ N/A	$ N/A
D. SAE 20W/50	UNOCAL HIGH PERFORMANCE	$ 21.66	$ 186.45	$ N/A

2. HEAVY DUTY, API SERVICE CD/SF, MIL-L-2104C AND MIL-L-46152B, MAXIMUM SULFATED ASH - -1% BY WEIGHT. (EST. ANNUAL QUANTITY - 9,000 GALLONS)

A. SAE 20	UNOCAL GUARDOL	$ 18.42	$ 146.30	$ N/A
B. SAE 30	UNOCAL GUARDOL	$ 18.42	$ 140.80	$ 2.42
C. SAE 15/40	UNOCAL GUARDOL	$ 19.86	$ 149.60	$ 2.46

3. API SERVICE CC. MIL-L-46152B (EST. ANNUAL QUANTITY - 525 GALLONS)

A. SAE 30	UNOCAL HEAVY DUTY	$ 17.64	$ 136.40	$ 2.38

4. HIGH PERFORMANCE 20W/50 API SERVICE SF/CC. (EST. ANNUAL QUANTITY - 5,000 GAL.)

A. SAE 20W/50	UNOCAL HIGH PERFORMANCE	$ 21.66	$ 186.45	$ N/A

5. STROKE OIL FOR CHAINSAWS AND LAWNMOWERS. (EST. QUANTITY - 340 GALLONS)

A. 50:1 OIL UNOCAL UNIMIX 2 CYCLE

24/1½ (6 GAL) PLASTIC QUARTS: $ 27.18

DRUM: $ 201.30

B. BIA-TCW OIL UNOCAL UNIMIX 2 CYCLE

24/1½ (6 GAL) PLASTIC QUARTS: $ 27.18

DRUM: $ 201.30

AUTOMATIC TRANSMISSION FLUID

1. TRANSMISSION FLUID. (EST. ANNUAL QUANTITY - 2,800 GALLONS)

A. DEXTRON II	UNOCAL UNIVERSAL ATF	$ 145.30	$ 2.43
B. FORD (TYPE "F")	UNOCAL UNIVERSAL ATF	$ 145.30	$ 2.43
C. TYPE C-3 10W	UNOCAL UNIVERSAL ATF	$ 145.30	$ 2.43
D. TYPE C-3 30W	UNOCAL C-3 30W	$ 150.70	$ N/A

HYDRAULIC FLUIDS

1. FOR USE IN HIGH PRESSURE, HIGH SPEED HYDRAULIC SYSTEMS. MEETS SERVICE REQUIREMENTS M2C48A. (EST. ANNUAL QUANTITY - 1,500 GALLONS)

BRAND/PRODUCT NAME	DRUM	BULK
UNOCAL SUPER	$ 143.00	$ 2.45

2. FOR USE IN TRANSMISSIONS, FINAL DRIVES, AND HYDRAULIC SYSTEMS OF TRACTORS EMPLOYING A COMMON FLUID RESERVOIR. MEETS SERVICE REQUIREMENTS MC2C41A, M2C53A, M2C134B, AND J1C145. EST. ANNUAL QUANTITY 1,500 GALLONS)

UNOCAL HYDRAULIC TRACTOR	$ 148.50	$ 2.60

3. INDUSTRIAL HYDRAULIC OIL OF 200-300 SUS @ 100F WITH RUST AND OXIDATION INHIBITORS AND HAVING A POUR POINT OF -25F OR LOWER. (EST. ANNUAL QUANTITY - 1,200 GALLONS)

UNOCAL UNAX AW 46 or 68	$ 112.75	$ 1.99

GREASES AND GEAR LUBES

1. LITHIUM SOAP GREASE CONTAINING MOLYBDENUM DISULPHIDE NLGI #2, MAY CONTAIN E.P. ADDITIVES. (EST. ANNUAL QUANTITY - 2,900 LBS)

UNOCAL AUTOMOTIVE MP #2

35# PAIL	120# KEG	400# DRUM	14 ½ OZ. TUBES
$ 25.20	$ 82.80	$ 264.00	$ .784 EA.

2. LITHIUM SOAP GREASE, NON E.P. NLGI #2. (EST. ANNUAL QUANTITY - 1,800 LBS)

UNOCAL UNOBA F

35# PAIL	120# KEG	400# DRUM	14 ½ OZ.
$ N/A	$ 70.80	$ N/A	$ N/A

3. API GL-5 GEAR LUBE. MIL-L-2105C (EST. QUANTITY - 2,200LBS)

UNOCAL MP GEAR LUBE LS

	120# KEG	400# DRUM
A. SAE 80W/90	$ 64.80	$ 200.00
B. SAE 85W/140	$ 64.80	$ 200.00

MISCELLANEOUS PRODUCTS

1. STODDARD SOLVENT, MINERAL SPIRITS, MINIMUM 100F FLASHPOINT PREFERABLY MEETING RULE 66 REQUIREMENTS. (EST. ANNUAL QUANTITY - 1,200 GALLONS)

BRAND/PRODUCT NAME	DRUM	BULK
SUNOCO SUN-MINERAL SPIRITS	$ 86.35	$ 1.47

2. ETHYLENE GLYCOL PERMANENT ANTIFREEZE. WHEN MIXED WITH WATER AT A 50% MIXTURE YIELDS A -34F FREEZING POINT. (EST. ANNUAL QUANTITY - 2,000 GALLONS)

EXCEL PRODUCTS	$ 143.00	$ 2.55

DRUM DEPOSITS: $ 15.00 REFUNDABLE IF RETURNED EMPTY IN GOOD AND REUSABLE CONDITION

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of INDLAND OILS INC., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of INDLAND OILS INC., that INDLAND OILS INC. does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 4 day of FEBRUARY, 1986.

INDLAND OILS INC.
(Name of Bidder/Vendor)

Richard C. Hornberger
(Name and Title of Person Signing)
Vice President

CITY OF FORT WAYNE
AFFIRMATIVE ACTION PROGRAM

Name of Company INDLAND OILS INC.

Address P.O. BOX 9007 City FORT WAYNE, IND.

Zip 46899 Phone 219 747 4108

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

REX ROOF PRESIDENT

PLEASE PRINT Title

Date 2/4/86 Signature Rex Roof

1. Does your firm have a written Affirmative Action Program? ____ Yes ✓ No

   A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.

   B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? ✓ Yes ____ No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? ✓ Yes ____ No

3. Current number of employees 9

   Number of employees as of October 1985 9 January 1986 9 April 1986 9 and July 1986 9

4. Workforce Analysis:

JOB CLASSIFICATION	WAGE RATE OR SALARY RANGE	TOTAL
MGR - BOOKKEEPER BUYER - SALES	32,000 00	1
V-PRES SALES MGR DELIVERY - EQUIPMENT REPAIR	20,000 00	1
SPV TRANS - BOOKKEEPER WAREHOUSE FOREMAN	20,000 00	1
BOOKKEEPER - BILLING	20,000 00	1
TANK WAGON DEL.	15,000 00	1
SEMI - DRIVER	20,000 00	1
PART TIME BILLING	$6.00 HR	1
PART TIME TRUCK DRIVERS	$6.00 HR	2

EMPLOYEES BY RACE/ETHNICITY/SEX								
W		BLK		H		OTHER		(DESIGNATE)
M	F	M	F	M	F	M	F	
1								
1								
1								
1								
1								
1								
	1							
2								

Handicapped: ____ Yes ✓ No

List Number 1

B - Black (not of Hispanic Origin) H - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin) AI, AN - American Indian or Alaskan Native API - Asian or Pacific Islanders F - Females

5. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.) VERY SLOW EMPLOYEE TURN OVER - 3 TOP LISTED EMPLOYEES ARE OWNERS.

6. List minority recruitment sources: NEWSPAPER EMPLOYMENT AGENCIES

7. Does your company anticipate an increase in employment this year? ____ Yes ✓ No
Approximately how many? NONE

8. What specific goals can you achieve for the employment of minorities during 1985-86?

A.	Officials and Managers	0 %
B.	Professionals	0 %
C.	Technicians	0 %
D.	Sales Workers	0 %
E.	Office and Clerical	0 %
F.	Skilled Craftsmen	0 %
G.	Other	0 %

9. WRITTEN STATEMENT OF COMPANY POLICY

It is the policy of INDLAND OILS INC. that Equal Employment Opportunity be afforded to all qualified persons without regard to race, sex, religion, color or national origin. In support of this policy INDLAND OILS INC. will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin. The INDLAND OILS INC. will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to: recruitment, advertising or solicitation for employment hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

INDLAND OILS, INC. 2/4/86
Name of Company or Firm Date

Rex Roof
Signature of Highest Company Official

REX ROOF PRESIDENT
Name and Title of Signer (Please type or Print)

STATISTICAL INFORMATION
FOR
AFFIRMATIVE ACTION/CONTRACT COMPLIANCE

INDLAND OILS INC.
Name of Contractor or Supplier

RICHARD C. HORNBERGER
(Information Given By)

3204 L. 14TH. RD. FT. WAYNE, IND 46809
Address And Telephone Number 219 747 4108

RICHARD C. HORNBERGER
(Person Fillin Out This Form And Date)

EEOC CATEGORY	EMPLOYEES BY RACE/ETHNICITY/SEX									HANDICAPPED EMPLOYEES									TOTAL EMPLOYEES
	W		BLK		H		Other			W		BLK		H		Other			
	M	F	M	F	M	F	M	F	(Designate)	M	F	M	F	M	F	M	F	(Designate)	
1. OFFICAL & ADMINISTRATORS	1																		
2. PROFESSIONALS																			
3. TECHNICIANS																			
4. OPERATIVES																			
5. LABORER																			
6. OFFICE AND CLERICAL	2	1																	
7. SKILLED CRAFT WORKERS																			
8. SERVICE-MAINTENANCE WORKERS	4																		
9. SALES WORKERS	1																		
TOTALS	8	1	0	0	0	0	0	0		0	0	0	0	0	0	0	0		
PERCENTAGES		.125																	

MFG. Nat. 1-22-80

2.
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING
ONE MAIN STREET - ROOM 940
FORT WAYNE, INDIANA 46802

BID REFERENCE # 777

DATE JANUARY 16, 1986

DUE DATE FEBRUARY 6, 1986 AT 10:30 A.M.

Department receiving bid items CITY UTILITIES GARAGE
1705 S. LAFAYETTE STREET
FORT WAYNE, INDIANA 46803

Bid Bond Required	NO ____	YES X	AMOUNT	$500.00
Performance Bond Required	NO x	YES ____	AMOUNT	____
Affirmative Action	ON FILE ____		ATTACHED	____

Prompt payment discounts will be allowed as follows: N/A %
if paid within N/A days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sale Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of sixty (60) days.

LASSUS BROS. OIL, INC.
Name of Company

by John R. Lassus Agent
(signature)

Address 4600 WEST JEFFERSON BLVD.

City FORT WAYNE, INDIANA 46804

ENGINE OILS

1. PASSENGER CAR AND LIGHT TRUCK. API SERVICE SF/CC MIL-L-46152B. (ESTIMATED ANNUAL QUANTITY - 9,000 GALLONS). BRAND NAME AND PRODUCT NAME MUST BE STATED.

	BRAND/PRODUCT NAME	CASE (12qts.)	DRUM (55 gal.)	BULK (per gal.)
A. SAE 10W/30	Valvoline All-Climate 10w/30	$ 11.84	$ 140.80	$ 2.49
B. SAE 10W/40	Valvoline All-Climate 10w/40	$ 12.24	$ 144.10	$ 2.51
C. SAE 20W/40	N/A	$	$	$
D. SAE 20W/50	Valvoline All-Climate 20w/50	$ 12.41	$ 184.53	$ 3.08

2. HEAVY DUTY, API SERVICE CD/SF, MIL-L-2104C AND MIL-L-46152B, MAXIMUM SULFATED ASH - -1% BY WEIGHT. (EST. ANNUAL QUANTITY - 9,000 GALLONS)

A. SAE 20	Valvoline All-Fleet Plus 20w	$ N/A	$ 185.13	$ 3.08
B. SAE 30	Valvoline All-Fleet Plus 30w	$ 11.52	$ 140.80	$ 2.49
C. SAE 15/40	Valvoline All-Fleet Plus 15w-40	$ 11.92	$ 145.75	$ 2.59

3. API SERVICE CC. MIL-L-46152B (EST. ANNUAL QUANTITY - 525 GALLONS)

A. SAE 30	Valvoline HPO 30w	$ 10.93	$ 140.80	$ 2.49

4. HIGH PERFORMANCE 20W/50 API SERVICE SF/CC. (EST. ANNUAL QUANTITY - 5,000 GAL.)

A. SAE 20W/50	Valvoline All-Climate 20w-50	$ 12.41	$ 184.53	$ 3.08

5. STROKE OIL FOR CHAINSAWS AND LAWNMOWERS. (EST. QUANTITY - 340 GALLONS)

A. 50:1 OIL Valvoline 2-Cycle Oil

PLASTIC QUARTS: $ 1.21

DRUM: $ 212.96

B. BIA-TCW OIL Valvoline BIA-TCW

PLASTIC QUARTS: $ 1.24

DRUM: $ 222.04

AUTOMATIC TRANSMISSION FLUID

1. TRANSMISSION FLUID. (EST. ANNUAL QUANTITY - 2,800 GALLONS)

		Drums	Bulk
A. DEXTRON II	W.H. Barber Co.	$ 146.85	$ 2.59
B. FORD (TYPE "F")	Valvoline Type F	$ 181.50	$ 3.02
C. TYPE C-3 10W	Valvoline All-Fleet Plus 10w	$ 185.13	$ 3.08
D. TYPE C-3 30W	Valvoline All-Fleet Plus 30w	$ 140.80	$ 2.49

HYDRAULIC FLUIDS

1. FOR USE IN HIGH PRESSURE, HIGH SPEED HYDRAULIC SYSTEMS. MEETS SERVICE REQUIREMENTS M2C48A. (EST. ANNUAL QUANTITY - 1,500 GALLONS)

BRAND/PRODUCT NAME	DRUM (55 gal.)	BULK (per gal.)
Valvoline Unitrac Fluid	$ 169.95	$ 2.99

2. FOR USE IN TRANSMISSIONS, FINAL DRIVES, AND HYDRAULIC SYSTEMS OF TRACTORS EMPLOYING A COMMON FLUID RESERVOIR. MEETS SERVICE REQUIREMENTS MC2C41A, M2C53A, M2C134B, AND J1C145. EST. ANNUAL QUANTITY 1,500 GALLONS)

Valvoline Unitrac Fluid	$ 169.95	$ 2.99

3. INDUSTRIAL HYDRAULIC OIL OF 200-300 SUS @ 100F WITH RUST AND OXIDATION INHIBITORS AND HAVING A POUR POINT OF -25F OR LOWER. (EST. ANNUAL QUANTITY - 1,200 GALLONS)

W.H. Barber ISO 46	$ 114.95	$ 1.99

GREASES AND GEAR LUBES

1. LITHIUM SOAP GREASE CONTAINING MOLYBDENUM DISULPHIDE NLGI #2, MAY CONTAIN E.P. ADDITIVES. (EST. ANNUAL QUANTITY - 2,900 LBS)

Valvoline Moly EP Grease

35# PAIL	120# KEG	400# DRUM	14 ½ OZ.
$ 31.80	$ 104.47	$ 345.73	$ .98

2. LITHIUM SOAP GREASE, NON E.P. NLGI #2. (EST. ANNUAL QUANTITY - 1,800 LBS)

Valvoline Lithium EP

35# PAIL	120# KEG	400# DRUM	14 ½ OZ.
$ 26.12	$ 84.68	$ 279.73	$ .84

3. API GL-5 GEAR LUBE. MIL-L-2105C (EST. QUANTITY - 2,200LBS)

Shell Spirax HD GL-5 Gear Oil

	120# KEG	400# DRUM
A. SAE 80W/90	$ 68.15	$ 207.00
B. SAE 85W/140	$ 68.15	$ 207.00

MISCELLANEOUS PRODUCTS

1. STODDARD SOLVENT, MINERAL SPIRITS, MINIMUM 100F FLASHPOINT PREFERABLY MEETING RULE 66 REQUIREMENTS. (EST. ANNUAL QUANTITY - 1,200 GALLONS)

BRAND/PRODUCT NAME	DRUM (55 gal.)	BULK (per gal.)
Ashland Rule 66 Mineral Spirits	$ 101.75	$ 1.75

2. ETHYLENE GLYCOL PERMANENT ANTIFREEZE. WHEN MIXED WITH WATER AT A 50% MIXTURE YIELDS A -34F FREEZING POINT. (EST. ANNUAL QUANTITY - 2,000 GALLONS)

	Drums (55 gal.)	Bulk (per gal.)
Barton Chemical Permanent Anti-Freeze	$ 147.95	$ 2.50

DRUM DEPOSITS: $ 20.00

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of LASSUS BROS. OIL, INC., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of LASSUS BROS. OIL, INC., that LASSUS BROS. does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 4th day of FEBRUARY, 1986.

LASSUS BROS. OIL, INC.
(Name of Bidder/Vendor)

Jon F. Lassus
(Name and Title of Person Signing)
JON F. LASSUS, PRESIDENT

2.
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING
ONE MAIN STREET - ROOM 940
FORT WAYNE, INDIANA 46802

BID REFERENCE # 777

DATE JANUARY 16, 1986

DUE DATE FEBRUARY 6, 1986 AT 10:30 A.M.

Department receiving bid items CITY UTILITIES GARAGE
1705 S. LAFAYETTE STREET
FORT WAYNE, INDIANA 46803

Bid Bond Required	NO ____	YES X	AMOUNT	$500.00
Performance Bond Required	NO X	YES ____	AMOUNT	____
Affirmative Action	ON FILE X		ATTACHED	____

Prompt payment discounts will be allowed as follows: ____ % if paid within ____ days. See Form 95

The City of Fort Wayne is exempt from Federal excise and Indiana State Sale Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of sixty (60) days.

Smith Petroleum, Inc.
Name of Company

by Lonnie Wilson Agent
(signature)

Mailing Address:
P.O. Box 5034
Fort Wayne, IN 46895

Address 2920 Connett Avenue

City Fort Wayne, IN 46815

ENGINE OILS

1. PASSENGER CAR AND LIGHT TRUCK. API SERVICE SF/CC MIL-L-46152B. (ESTIMATED ANNUAL QUANTITY - 9,000 GALLONS). BRAND NAME AND PRODUCT NAME MUST BE STATED.

	BRAND/PRODUCT NAME	CASE	DRUM	BULK
A. SAE 10W/30	Amoco LDO 10W-30	$ 20.88	$ 161.15	$ 2.80
B. SAE 10W/40	Amoco LDO 10W-40	$ 23.46	$ 183.15	$ 2.80
C. SAE 20W/40	N/A	$	$	$
D. SAE 20W/50	Amoco LDO 20W-50	$ 20.88	$ 161.15	$ 2.86

2. HEAVY DUTY, API SERVICE CD/SF, MIL-L-2104C AND MIL-L-46152B, MAXIMUM SULFATED ASH - -1% BY WEIGHT. (EST. ANNUAL QUANTITY - 9,000 GALLONS)

A. SAE 20	TEXACO Ursa Super Plus 20	$ 19.14	$ 161.15	$ 2.37
B. SAE 30	Ursa Super Plus 30	$ 19.14	$ 161.15	$ 2.37
C. SAE 15/40	Ursa Super Plus 15W-40	$ 20.16	$ 143.00	$ 2.45

3. API SERVICE CC. MIL-L-46152B (EST. ANNUAL QUANTITY - 525 GALLONS)

A. SAE 30	TEXACO Ursa Super Plus 30	$ 19.14	$ 161.15	$ 2.37

4. HIGH PERFORMANCE 20W/50 API SERVICE SF/CC. (EST. ANNUAL QUANTITY - 5,000 GAL.)

A. SAE 20W/50	Amoco LDO 20W-50	$ 20.88	$ 161.15	$ 2.86

5. STROKE OIL FOR CHAINSAWS AND LAWNMOWERS. (EST. QUANTITY - 340 GALLONS)

A. 50:1 OIL Amoco Outboard Motor Oil/Snowmobile

PLASTIC QUARTS: $ 15.58

DRUM: 30 Gal $128.40

B. BIA-TCW OIL Amoco Outboard Motor Oil/Snowmobile

PLASTIC QUARTS: $ 15.58

DRUM: 30 Gal $128.40

AUTOMATIC TRANSMISSION FLUID

1. TRANSMISSION FLUID. (EST. ANNUAL QUANTITY - 2,800 GALLONS)

A. DEXTRON II	Texaco Dexron II	$143.00	$ 2.45
B. FORD (TYPE "F")	Texaco Type "F"	$174.90	$ 2.70
C. TYPE C-3 10W	Amoco C-3 Fluid	$174.90	$ 2.78
D. TYPE C-3 30W	Amoco 1000 Fluid	$138.05	$ 2.36

HYDRAULIC FLUIDS

1. FOR USE IN HIGH PRESSURE, HIGH SPEED HYDRAULIC SYSTEMS. MEETS SERVICE REQUIREMENTS M2C48A. (EST. ANNUAL QUANTITY - 1,500 GALLONS)

BRAND/PRODUCT NAME	DRUM	BULK
Amoco LDO 10W-30	$ 161.15	$ 2.80

2. FOR USE IN TRANSMISSIONS, FINAL DRIVES, AND HYDRAULIC SYSTEMS OF TRACTORS EMPLOYING A COMMON FLUID RESERVOIR. MEETS SERVICE REQUIREMENTS MC2C41A, M2C53A, M2C134B, AND J1C145. EST. ANNUAL QUANTITY 1,500 GALLONS)

Amoco 1000 Fluid	$ 138.05	$ 2.36

3. INDUSTRIAL HYDRAULIC OIL OF 200-300 SUS @ 100F WITH RUST AND OXIDATION INHIBITORS AND HAVING A POUR POINT OF -25F OR LOWER. (EST. ANNUAL QUANTITY - 1,200 GALLONS)

Amoco American Industrial Oil #46	$ 134.75	$ 2.40

GREASES AND GEAR LUBES

1. LITHIUM SOAP GREASE CONTAINING MOLYBDENUM DISULPHIDE NLGI #2, MAY CONTAIN E.P. ADDITIVES. (EST. ANNUAL QUANTITY - 2,900 LBS)

Amoco Molylith Grease

35# PAIL	120# KEG	400# DRUM	14 ½ OZ.
$ 32.90	$ 98.40	$ 300.00	$ .94/tube

2. LITHIUM SOAP GREASE, NON E.P. NLGI #2. (EST. ANNUAL QUANTITY - 1,800 LBS)

Texaco Marfak Multipurpose Grease #2

35# PAIL	120# KEG	400# DRUM	14 ½ OZ.
$ 23.10	$ 72.00	$ 212.00	$ .62/tube

3. API GL-5 GEAR LUBE. MIL-L-2105C (EST. QUANTITY - 2,200LBS)

Shell Spirax 80W-90

	120# KEG	400# DRUM
A. SAE 80W/90	$ 64.80	$ 192.00
B. SAE 85W/140	$ 64.80	$ 192.00

MISCELLANEOUS PRODUCTS

1. STODDARD SOLVENT, MINERAL SPIRITS, MINIMUM 100F FLASHPOINT PREFERABLY MEETING RULE 66 REQUIREMENTS. (EST. ANNUAL QUANTITY - 1,200 GALLONS)

BRAND/PRODUCT NAME	DRUM	BULK
Smith Mineral Spirits	$ 94.05	$ 1.51

2. ETHYLENE GLYCOL PERMANENT ANTIFREEZE. WHEN MIXED WITH WATER AT A 50% MIXTURE YIELDS A -34F FREEZING POINT. (EST. ANNUAL QUANTITY - 2,000 GALLONS)

Conoco Anti-freeze	$ 142.45	$ 2.41

DRUM DEPOSITS: $ 20.00 On All Amoco Drums, Texaco Ursa Super Plus 15W-40 and Texaco Dexron II

ALL OTHER DRUM ARE NO DEPOSIT

General Bid Form
Form Prescribed by State Board of Accounts
D. H. Goble Co., Greenfield, Indiana

Revised Form No. 95 (1964)

BID, OFFER OR PROPOSAL

on

MATERIAL OR MATERIALS, EQUIPMENT, GOODS OR SUPPLIES

Fort Wayne, Indiana January 31, 19 86

To City of Fort Wayne
State name official position and municipality

Pursuant to notices given, the undersigned proposes to furnish the material or materials, equipment, goods or supplies as per said notices and specifications now on file in the office of

.....
state name official position and municipality

and as per copy thereof, hereto attached, or as described herein for the following amounts:

(State the class or item number or an exact description of the material or materials, equipment, goods or supplies to be furnished and amount of bid on each article.)

Class or Item	Quantity	Unit	Quality — Description	Unit Price	Amount
			See Attached Sheets		

TERMS: Net 30
24 Hour Notice For Delivery
Call 432-2505

ESCALATION CLAUSE: Smith Petroleum, Inc. reserves the right to increase or decrease the contract unit price in an amount equal to any increase or decrease instituted by our supplier. Copies of price adjustments will be furnished to verify price changes for the length of the contract.

IF MORE SPACE IS NEEDED—ATTACH SEPARATE SHEET

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT OF THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

(a) N/A The undersigned firm certifies that it is an (MBE/WBE) Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

(b) N/A The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE (cross out inapplicable provision) firm shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

N/A(c) The undersigned commits _____% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1.		
2.		
3.		

N/A(d) The undersigned commits _____% of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1.		
2.		
3.		

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Smith Petroleum, Inc. _____, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Smith Petroleum, Inc. _____, that Smith Petroleum, Inc. does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 31st day of January, 1986.

Smith Petroleum, Inc.
(Name of Bidder/Vendor)

Lonnie Wilson
(Name and Title of Person Signing)
Lonnie Wilson - General Manager

2.
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING
ONE MAIN STREET - ROOM 940
FORT WAYNE, INDIANA 46802

BID REFERENCE # 777

DATE JANUARY 16, 1986

DUE DATE FEBRUARY 6, 1986 AT 10:30 A.M.

Department receiving bid items CITY UTILITIES GARAGE
1705 S. LAFAYETTE STREET
FORT WAYNE, INDIANA 46803

Bid Bond Required	NO ____	YES X	AMOUNT	$500.00
Performance Bond Required	NO X	YES ____	AMOUNT	____
Affirmative Action	ON FILE ____		ATTACHED	____

Prompt payment discounts will be allowed as follows: ~~(1)~~ one %
if paid within ten (10) days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sale Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of sixty (60) days.

GENERAL PETROLEUM
Name of Company

by CRAIG VANDERWALL Agent
PRESIDENT (signature)

Address 3919 MOBILE AVENUE

City FORT WAYNE

INDIANA 46805

* NOT APPLICABLE = NA

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT OF THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

(a) NA The undersigned firm certifies that it is an (MBE/WBE) Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership NA %.

For WBE specify percentage of women ownership NA %.

(b) NA The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm NA (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE (cross out inapplicable provision) firm shall have NA % participation (employees) NA % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm NA %. (cross out inapplicable provision)

(c) The undersigned commits NA % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

	Name of Firm	Address	Type of Work
1.	NA		
2.			
3.			

(d) The undersigned commits NA % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

	Name of Firm	Address	Type of Work
1.	NA		
2.			
3.			

(e) Complete (1) and (2) below if participation goals of 15% MBE and 12% WBE have not been met:

1. My Company cannot meet the participation goals for the following reasons: NA

2. We have taken the following steps in an attempt to comply with these participation goals: NA

GENERAL PETROLEUM
Contractor

By CRAIG VANDERWALL

Its PRESIDENT

Contractor

By _____

Its _____

☐ 12. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond, shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

☒ 13. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the completed delivery of the supplies.

All supplies and deliveries of supplies will be in accordance with: the IFB, this contract and any applicable plans, specifications, and drawings for a TOTAL PRICE of $ NA . (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

ALL PRODUCT ARE SHIPPED FOB YOUR DOCK DELIVERED BETWEEN 8AM TO 5 PM MONDAY THRU FRIDAY

/ / 2. Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or "X".)

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of the essence of this agreement, and the contractor agrees that it will deliver the supplies as herein called for on or before the times spelled out in the contract. The parties agree that it is a business and governmental necessity that the supplies be delivered by these dates. The parties agree that in the event the supplies are not delivered by these dates, that it will be difficult or impossible to make an accurate determination of the damages that will be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $_____ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay delivery of supplies. Therefore, the parties agree that delays in the dates for delivery of supplies beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not restricted to: Acts of God or of the public enemy, acts of the United States Government, State of Indiana Government and City of Fort Wayne in either its sovereign or contractual capacity, fires, floods, epidemics, guarantee restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond control and without the fault or negligence of the contractor. If the

ENGINE OILS

1. PASSENGER CAR AND LIGHT TRUCK. API SERVICE SF/CC MIL-L-46152B. (ESTIMATED ANNUAL QUANTITY - 9,000 GALLONS). BRAND NAME AND PRODUCT NAME MUST BE STATED.

	BRAND/PRODUCT NAME	CASE	DRUM	BULK
A. SAE 10W/30	MOBIL DELVAC 10w30	$ 20.40	$ 171.60	$ NA
B. SAE 10W/40	MOBIL SUPER 10w40	$ 25.20	$ 216.70	$ NA
C. SAE 20W/40	MOBIL DELVAC 20w40	$ 20.40	$ 171.60	$ NA
D. SAE 20W/50	MOBIL SUPER HP 20w50	$ 25.80	$ 222.20	$ NA
	REFUNDABLEDRUM DEPOSIT		20.00	

2. HEAVY DUTY, API SERVICE CD/SF, MIL-L-2104C AND MIL-L-46152B, MAXIMUM SULFATED ASH - -1% BY WEIGHT. (EST. ANNUAL QUANTITY - 9,000 GALLONS)

A. SAE 20	MOBIL DELVAC 1220	$ 19.50	$ 164.45	$ NA
B. SAE 30	MOBIL DELVAC 1230	$ 19.50	$ 164.45	$ NA
C. SAE 15/40	MOBIL DELVAC 15w40	$ 21.24	$ 174.90	$ NA
	REFUNDABLE DRUM DEPSOIT		20.00	

3. API SERVICE CC. MIL-L-46152B (EST. ANNUAL QUANTITY - 525 GALLONS)

A. SAE 30	MOBIL DELVAC 1230	$ 19.50	$ 164.45	$ NA
	REFUDNABLE DRUM DEPSOIT		20.00	

4. HIGH PERFORMANCE 20W/50 API SERVICE SF/CC. (EST. ANNUAL QUANTITY - 5,000 GAL.)

A. SAE 20W/50	MOPIL SUPER HP 20w50	$ 25.80	$ 222.20	$ NA
	REFUDNABLE DRUM DEPSOIT		20.00	

5. STROKE OIL FOR CHAINSAWS AND LAWNMOWERS. (EST. QUANTITY - 340 GALLONS)

A. 50:1 OIL MOBIL OUTBOARD OIL

PLASTIC QUARTS: $ 16.26

DRUM: $219.45

B. BIA-TCW OIL MOBIL OUTBOARD OIL

PLASTIC QUARTS: $ 16.26

DRUM: $219.45

AUTOMATIC TRANSMISSION FLUID

1. TRANSMISSION FLUID. (EST. ANNUAL QUANTITY - 2,800 GALLONS) 181.36

A. DEXTRON II	MOBIL ATF 220		$ 181.36	$ NA
B. FORD (TYPE "F")	MOBIL ATF 210		$ 181.36	$ NA
C. TYPE C-3 10W	MOBIL DELVAC 1210		$ 164.45	$ NA
D. TYPE C-3 30W	MOBIL DELVAC 1230		$ 164.45	$ NA

HYDRAULIC FLUIDS

1. FOR USE IN HIGH PRESSURE, HIGH SPEED HYDRAULIC SYSTEMS. MEETS SERVICE REQUIREMENTS M2C48A. (EST. ANNUAL QUANTITY - 1,500 GALLONS)

BRAND/PRODUCT NAME	DRUM	BULK
MOBIL DTE 13	$ 171.60	$ NA

2. FOR USE IN TRANSMISSIONS, FINAL DRIVES, AND HYDRAULIC SYSTEMS OF TRACTORS EMPLOYING A COMMON FLUID RESERVOIR. MEETS SERVICE REQUIREMENTS MC2C41A, M2C53A, M2C134B, AND J1C145. EST. ANNUAL QUANTITY 1,500 GALLONS)

MOBILFLUID 423	$ 194.15	$ NA

3. INDUSTRIAL HYDRAULIC OIL OF 200-300 SUS @ 100F WITH RUST AND OXIDATION INHIBITORS AND HAVING A POUR POINT OF -25F OR LOWER. (EST. ANNUAL QUANTITY - 1,200 GALLONS)

MOBIL DTE 15	$ 171.60	$ NA

GREASES AND GEAR LUBES

1. LITHIUM SOAP GREASE CONTAINING MOLYBDENUM DISULPHIDE NLGI #2, MAY CONTAIN E.P. ADDITIVES. (EST. ANNUAL QUANTITY - 2,900 LBS)

MOBIL GREASE SPECIAL

35# PAIL	120# KEG	400# DRUM	14 ½ OZ.
$ XXXXXX 29.31	$93.90	$ 285.08	$ 55.30

2. LITHIUM SOAP GREASE, NON E.P. NLGI #2. (EST. ANNUAL QUANTITY - 1,800 LBS)

MOBILUX 2

35# PAIL	120# KEG	400# DRUM	14 ½ OZ.
$ 24.59	$ 78.90	$ 231.00	$ 47.70

3. API GL-5 GEAR LUBE. MIL-L-2105C (EST. QUANTITY - 2,200LBS)

MOBILUBE HD

	120# KEG	400# DRUM
A. SAE 80W/90	$68.90	$ 201.00
B. SAE 85W/140	$ 68.90	$ 201.00

MISCELLANEOUS PRODUCTS

1. STODDARD SOLVENT, MINERAL SPIRITS, MINIMUM 100F FLASHPOINT PREFERABLY MEETING RULE 66 REQUIREMENTS. (EST. ANNUAL QUANTITY - 1,200 GALLONS)

BRAND/PRODUCT NAME	DRUM	BULK
GENERAL STODDARD	$ 96.75	$ NA
GENERAL MINERAL	85.25	1.40

2. ETHYLENE GLYCOL PERMANENT ANTIFREEZE. WHEN MIXED WITH WATER AT A 50% MIXTURE YIELDS A -34F FREEZING POINT. (EST. ANNUAL QUANTITY - 2,000 GALLONS)

GENERAL ANTIFREEZE	$ 158.95	$ 2.65

DRUM DEPOSITS: $ 20.00

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of GENERAL PETROLEUM _____, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of GENERAL PETROLEUM _____, that PRESIDENT, CRAIG L VANDERWALL does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 28th day of JANUARY, 19 86.

GENERAL PETROLEUM
(Name of Bidder/Vendor)

DON E KOOP SALE MANAGER
(Name and Title of Person Signing)

CRAIG VANDERWALL
PRESIDENT

2.
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING
ONE MAIN STREET - ROOM 940
FORT WAYNE, INDIANA 46802

BID REFERENCE # 777

DATE JANUARY 16, 1986

DUE DATE FEBRUARY 6, 1986 AT 10:30 A.M.

Department receiving bid items CITY UTILITIES GARAGE
1705 S. LAFAYETTE STREET
FORT WAYNE, INDIANA 46803

Bid Bond Required	NO ____	YES X	AMOUNT	$500.00
Performance Bond Required	NO X	YES ____	AMOUNT	____
Affirmative Action	ON FILE X		ATTACHED	____

Prompt payment discounts will be allowed as follows: NET 10TH PROX % if paid within ____ days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sale Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of sixty (60) days.

AERO OIL CO. - FT. WAYNE DIVISION
Name of Company

by R.J. DeBrunner Agent
(signature) RD Mgr.

Address 931 LEESBURG RD

City FT. WAYNE, IN 46808

ENGINE OILS

1. PASSENGER CAR AND LIGHT TRUCK. API SERVICE SF/CC MIL-L-46152B. (ESTIMATED ANNUAL QUANTITY - 9,000 GALLONS). BRAND NAME AND PRODUCT NAME MUST BE STATED.

	BRAND/PRODUCT NAME	* CASE *	DRUM	BULK
A. SAE 10W/30	KENDALL SUPER B 10/30	$ 11.10	$ 131.45	$ 2.39
B. SAE 10W/40	" " 10/40	$ 11.46	$ 137.50	$ 2.50
C. SAE 20W/40	" " 20/40	$ 11.10	$ 131.45	$ 2.39
D. SAE 20W/50	" " 20/50	$ 11.46	$ 187.00	$ 3.40

2. HEAVY DUTY, API SERVICE CD/SF, MIL-L-2104C AND MIL-L-46152B, MAXIMUM SULFATED ASH - -1% BY WEIGHT. (EST. ANNUAL QUANTITY - 9,000 GALLONS)

A. SAE 20	KENDALL SUPER D III	$ 10.68	$ 172.70	$ 3.14
B. SAE 30	" " "	$ 10.68	$ 124.85	$ 2.27
C. SAE 15/40	" " "	$ 11.34	$ 135.85	$ 2.47

3. API SERVICE CC. MIL-L-46152B (EST. ANNUAL QUANTITY - 525 GALLONS)

A. SAE 30	KENDALL F-L SELECT	$ N/A	$ 121.00	$ 2.20

4. HIGH PERFORMANCE 20W/50 API SERVICE SF/CC. (EST. ANNUAL QUANTITY - 5,000 GAL.)

A. SAE 20W/50	KENDALL GT-1	$ 11.58	$ 189.20	$ 3.44

5. STROKE OIL FOR CHAINSAWS AND LAWNMOWERS. (EST. QUANTITY - 340 GALLONS)

A. 50:1 OIL KENDALL 50:1 2 CYCLE

PLASTIC QUARTS: $ 12.27

DRUM: $ N/A

B. BIA-TCW OIL KENDALL GT-1 2 CYCLE

PLASTIC QUARTS: $ 14.67

DRUM: $ SPECIAL ORDER MULTIPLE 4 DRUMS

AUTOMATIC TRANSMISSION FLUID

1. TRANSMISSION FLUID. (EST. ANNUAL QUANTITY - 2,800 GALLONS)

A. DEXTRON II	KENDALL DEXRON II	$ 125.40	$ 2.38
B. FORD (TYPE "F")	KENDAL TYPE F	$ 125.40	$ 2.38
C. TYPE C-3 10W	KENDALL SUPER D III	$ 172.70	$ 3.14
D. TYPE C-3 30W	KENDALL SUPER D III	$ 124.85	$ 2.27

* CASES HAVE 12 QTS EACH - MOST PRODUCTS IN PLASTIC SCREW CAP BOTTLES

SPECIAL ORDER ITEMS REQUIRE APROX 2 WEEKS LEAD TIME

HYDRAULIC FLUIDS

1. FOR USE IN HIGH PRESSURE, HIGH SPEED HYDRAULIC SYSTEMS. MEETS SERVICE REQUIREMENTS M2C48A. (EST. ANNUAL QUANTITY - 1,500 GALLONS)

BRAND/PRODUCT NAME	DRUM	BULK
KENDALL ~~KEN~~ HYKEN 052	$ 129.80	$ 2.36

2. FOR USE IN TRANSMISSIONS, FINAL DRIVES, AND HYDRAULIC SYSTEMS OF TRACTORS EMPLOYING A COMMON FLUID RESERVOIR. MEETS SERVICE REQUIREMENTS MC2C41A, M2C53A, M2C134B, AND J1C145. EST. ANNUAL QUANTITY 1,500 GALLONS)

KENDALL HYKEN 052	$ 129.80	$ 2.36

3. INDUSTRIAL HYDRAULIC OIL OF 200-300 SUS @ 100F WITH RUST AND OXIDATION INHIBITORS AND HAVING A POUR POINT OF -25F OR LOWER. (EST. ANNUAL QUANTITY - 1,200 GALLONS)

KENDALL R&O AW-46	$ 114.95	$ 2.09

GREASES AND GEAR LUBES

1. LITHIUM SOAP GREASE CONTAINING MOLYBDENUM DISULPHIDE NLGI #2, MAY CONTAIN E.P. ADDITIVES. (EST. ANNUAL QUANTITY - 2,900 LBS)

KENDALL L-424 GREASE

35# PAIL	120# KEG	400# DRUM	14 ½ OZ.
$ 25.03	$ 79.20 SPEC ORDER	$ N/A	$ 51.00 CTN 50

2. LITHIUM SOAP GREASE, NON E.P. NLGI #2. (EST. ANNUAL QUANTITY - 1,800 LBS)

KENDALL - L-421 GREASE

35# PAIL	120# KEG	400# DRUM	14 ½ OZ.
$ 22.58	$ 70.80	$ 228.00 SPEC ORDER	$ 47.50 CTN 50

3. API GL-5 GEAR LUBE. MIL-L-2105C (EST. QUANTITY - 2,200LBS)

KENDALL NS-MP GEAR LUBE

	120# KEG	400# DRUM
A. SAE 80W/90	$ 62.40	$ 202.00 SPEC. ORDER
B. SAE 85W/140	$ 62.40	$ 202.00 SPEC ORDER

MISCELLANEOUS PRODUCTS

1. STODDARD SOLVENT, MINERAL SPIRITS, MINIMUM 100F FLASHPOINT PREFERABLY MEETING RULE 66 REQUIREMENTS. (EST. ANNUAL QUANTITY - 1,200 GALLONS)

BRAND/PRODUCT NAME	DRUM	BULK
NO BID	$ —	$ —

2. ETHYLENE GLYCOL PERMANENT ANTIFREEZE. WHEN MIXED WITH WATER AT A 50% MIXTURE YIELDS A -34F FREEZING POINT. (EST. ANNUAL QUANTITY - 2,000 GALLONS)

NO BID	$ —	$ —

DRUM DEPOSITS: $ 15.00 EACH

Kendall
MOTOR OIL

AERO OIL COMPANY, INC.
FORT WAYNE DIVISION
931 LEESBURG ROAD
FORT WAYNE, INDIANA 46808
219/432-1584

February 6, 1986

EFFECTIVE 2/1/86 THRU 3/31/86 THERE IS AN ADDITIONAL 20¢ PER GALLON DISCOUNT ON THE FOLLOWING PRODUCTS SUPER D 111 30 - 40 AND 15/40 AND HYKEN 052 DUE TO A PROMOTION OFFERED BY KENDALL REFINERY, IN DRUMS AND BULK ONLY.

Drive With
Kendall
Confidence

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Aero Oil Co - Ft. Wayne, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Aero Oil Co Ft. Wayne Division, that Aero Oil Co - Ft. Wayne Div. does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 6th day of February, 1986.

Aero Oil Co - Ft. Wayne Division
(Name of Bidder/Vendor)

R.J. DeBrunner
(Name and Title of Person Signing)
Branch Manager

7260

DIGEST SHEET

TITLE OF ORDINANCE: SPECIAL

DEPARTMENT REQUESTING ORDINANCE: PURCHASING

I-86-03-28

SYNOPSIS OF ORDINANCE:

An ordinance approving City Utilities purchase order #A-52940 with respect to the purchase of automotive grease and oil for City vehicles through the City Utilities Garage per the specifications in reference #777.

EFFECT OF PASSAGE:

Grease and oil are necessary and vital for the operation of City behicles and equipment. A regular routine of replacing oil and greasing behicles and equipment is necessary as per manufacturer's service manuals and City specifications. A regular service routine prolongs vehicle and equipment life and safeguards against needless damage to internal parts.

EFFECT OF NON-PASSAGE:

Without grease and oil, vehicles and equipment will cease to function properly.

MONEY INVOLVED (Direct costs, Expenditures, Savings):

Aero Oil Co.	#A-52940	$20,000.00

ASSIGNED TO COMMITTE (President):

BILL NO. S-86-03-28

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving City Utilities Purchase Order #A-52940, by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and Aero Oil Co., for the City Utilities Garage

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

YES		NO
	PAUL M. BURNS CHAIRMAN	
	THOMAS C. HENRY VICE CHAIRMAN	
	BEN A. EISBART	
	JAMES S. STIER	
	MARK E. GiaQUINTA	

CONCURRED IN 4-8-86

SANDRA E. KENNEDY
CITY CLERK